

Andrew Gerber
 Vanessa Sorrentino
 KUSHNIRSKY GERBER PLLC
 27 Union Square West, Suite 301
 New York, New York 10003
 (212) 882-1320
 andrew@kgfirm.com
 vanessa@kgfirm.com
Attorneys for Plaintiff Atelier Eumori

**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK**

ATELIER EUMORI,

Plaintiff,

v.

ROADGET BUSINESS PTE. LTD., a
 Singapore private limited company;
 SHEIN DISTRIBUTION
 CORPORATION, a Delaware
 corporation; SHEIN US SERVICES,
 LLC, a Delaware limited liability
 company; SHEIN TECHNOLOGY LLC,
 a Delaware limited liability company; and
 FASHION CHOICE PTE. LTD., a
 Singapore private limited company,

Defendants.

Case No. 24-CV-3531

**COMPLAINT FOR COPYRIGHT
 INFRINGEMENT**

JURY TRIAL DEMANDED

Plaintiff Atelier Eumori (“Plaintiff” or “Atelier Eumori”), by and through its undersigned attorneys, for its complaint against defendants Roadget Business Pte. Ltd. (“Roadget”), Shein Distribution Corporation (“SDC”); Shein US Services, LLC (“SUS”), Shein Technology LLC (“STC”); and Fashion Choice Pte. Ltd. (“Fashion Choice”) (collectively, the “Defendants”), alleges as follows:

NATURE OF THE ACTION

1. This is an action for copyright infringement brought by an independent design company against a web of interrelated corporate entities that do business in the United States and around the world as the fast fashion e-commerce brands Shein, Romwe, and Emmacloth.

2. Defendants, via their ownership of the Shein, Romwe, and Emmacloth brands, and their operation of the corresponding Shein, Romwe, and Emmacloth websites and mobile applications, flood the market with thousands of cheap, infringing products with complete disregard for the intellectual property rights of others.

3. Defendants, together with their corporate affiliates and a multitude of suppliers, have engaged in a coordinated scheme with the purpose, plan, and effect of infringing the intellectual property of independent artists and businesses for their own financial gain.

4. In the past five years alone, intellectual property owners have collectively filed more than 100 infringement lawsuits against Defendants and/or their corporate affiliates and predecessors – a rate that far outpaces infringement lawsuits brought against similar companies. Many more artists and copyright holders have either resolved or dropped potential infringement claims against Defendants, and/or their corporate affiliates and predecessors without ever filing suit, while others have never even learned that their intellectual property was infringed in the first place.

5. In a recent legal filing, Defendant Roadget, the holding company for the Shein, Romwe, and Emmacloth brands and intellectual property, had the audacity to claim that “[t]he success of the [Shein] brand inspires many copycats. Roadget regularly finds sellers on e-commerce platforms selling goods bearing infringing copies of its copyrighted designs.” In reality,

Defendants are among the biggest sellers of goods bearing infringing copies of copyrighted designs.

6. Due in no small part to this willful and widespread copyright infringement scheme, the Shein brand has achieved major commercial success—more than \$10 billion in sales in the United States in 2022. In fact, Defendant Roadget has filed paperwork with the U.S. Securities and Exchange Commission (“SEC”) indicating its intent to parlay the Shein brand’s business success into a lucrative IPO in the United States this year.

7. Plaintiff is one of many independent artists and businesses that have been and continue to be systematically targeted and exploited by Defendants’ unlawful conduct. Defendants have displayed and sold no fewer than 200 separate and distinct products that infringe five of Plaintiff’s original designs. The astounding scope of Defendants’ theft has made it virtually impossible for Plaintiff to run its business.

8. Plaintiff seeks relief for Defendants’ sale and display of hundreds of products featuring unauthorized and infringing copies of its original designs. Plaintiff seeks injunctive relief, monetary damages, costs, attorneys’ fees, and such other relief as the Court deems necessary to compensate Plaintiff for Defendants’ widespread and willful copyright infringement.

PARTIES

9. Plaintiff Atelier Eumori is a sole proprietorship organized and existing under the laws of the country of Singapore. Plaintiff owns the respective copyrights for the five original designs at issue in this suit. All of the designs at issue were first published in Singapore and are foreign works as defined in the Copyright Act. *See* 17 U.S.C. § 104(b)(2). Accordingly, they are exempt from the requirements of 17 U.S.C. § 411(a).

10. Defendant Roadget is a private limited company organized under the laws of the country of Singapore. Roadget is the owner of the Shein brand, the Shein trademark, the website located at shein.com (the “Shein Website”), and the corresponding mobile application (the “Shein Mobile App”). Roadget is also the owner of the Romwe brand, the Romwe trademark, the website located at Romwe.com (the “Romwe Website”), and the corresponding mobile application (the “Romwe Mobile App”). Roadget is also the owner of the Emmacloth brand, the Emmacloth trademark, and the website located at emmacloth.com (the “Emmacloth Website”).

11. Defendant SDC is a corporation organized under the laws of the State of Delaware. SDC is Roadget’s affiliate and licensee and is involved in the operation of the Shein and Romwe brands in the United States, including the offering and display of products for sale on the Shein Website and Shein Mobile App and the Romwe Website and Romwe Mobile App. SDC is also responsible for the distribution of the Shein brand’s products in the United States.

12. Defendant STC is a limited liability company organized under the laws of the State of Delaware. STC is Roadget’s affiliate and licensee and is involved in the daily operation and maintenance of the Shein Website and Shein Mobile App. STC oversees security, risk, privacy, and Defendants’ compliance with various U.S. laws, including the Copyright Act and other intellectual property laws. On information and belief, STC utilizes artificial intelligence technology that allows for, facilitates, and/or induces the offering and display of infringing products for sale on the Shein Website and Shein Mobile App.

13. Defendant SUS is a limited liability company organized under the laws of the State of Delaware. SUS is Roadget’s affiliate and licensee and is involved in the operation of the Shein brand in the United States, including the offering and display of products for sale on the Shein Website and Shein Mobile App.

14. Defendant Fashion Choice is a private limited company organized under the laws of the country of Singapore. Fashion Choice is Roadget's affiliate and licensee and is involved in the operation of the Emmacloth brand in the United States, including the offering and display of products for sale on the Emmacloth Website.

JURISDICTION AND VENUE

15. This matter is an action for copyright infringement under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.*

16. This Court has subject matter jurisdiction pursuant to 17 U.S.C. § 501 and 28 U.S.C. §§ 1331 and 1338.

17. This Court has personal jurisdiction over Defendants pursuant to N.Y.C.P.L.R. §§ 301 and 302 and Fed. R. Civ. P. 4(k)(2) because Defendants do systematic business in New York and in this District by displaying, offering for sale, targeting, advertising, and selling products to New York consumers through the Shein Website, the Shein Mobile App, the Romwe Website, the Romwe Mobile App, the Emmacloth Website, and various social media platforms. Defendants have also committed unlawful acts outside of New York that caused injury to Plaintiff within New York and this District; regularly do or solicit business in New York and this District; derive substantial revenue from goods used or services rendered in New York and this District; expect or reasonably should expect their infringing conduct to have consequences in New York and this District; and derive substantial revenue from interstate commerce.

18. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400 because Defendants committed unlawful acts of infringement in this District, Defendants' unlawful conduct resulted in damage to Plaintiff in this District, and Defendants do business here and are subject to personal jurisdiction here.

FACTUAL BACKGROUND

I. Atelier Eumori and the Original Designs

19. Atelier Eumori is a design company owned and operated by Calandra Wong Zhi Xin, an independent artist and illustrator based in Singapore. Ms. Wong's designs are inspired by her daily life and her interest in Japanese popular culture. Atelier Eumori sells enamel pins, charms, earrings, apparel, stationery, and home décor, among other products, through the e-commerce website and online storefront located at ateliereumori.com and through the Etsy storefront located at etsy.com/shop/AtelierEumori.

20. Ms. Wong started Atelier Eumori in 2021 after leaving her job in the healthcare industry due to stress and fatigue resulting from the COVID-19 pandemic.

21. After months spent drawing and crafting, Ms. Wong decided to pursue her passion full-time and start her own small business.

22. Atelier Eumori initially began selling Ms. Wong's hand-crafted accessories and illustrations as stickers, enamel pins, and keychains.

23. Ms. Wong then created a unique set of enamel pins, each of which featured an interactive element.

24. In March 2023, Atelier Eumori launched its first Kickstarter crowdfunding campaign to help fund the production of these unique interactive enamel pins.

25. By November 2023, Atelier Eumori had successfully raised over \$90,000 from over 1,600 individual backers to support the production of these interactive enamel pins.

26. As a result of Atelier Eumori's successful crowdfunding campaign, these pin designs achieved a viral level of popularity on social media platforms like TikTok and Instagram.

27. The excitement that Ms. Wong felt from the success of her designs was soon eclipsed by the deluge of unauthorized, low-quality, cheap infringing knockoffs for sale on the Internet.

28. Upon information and belief, Chinese entities frequently copy the designs and trends that experience viral success on social media, quickly manufacture large quantities of infringing knockoffs, and sell these knockoffs to large retailers and brands such as Shein, Romwe, and Emmacloth.

29. The Shein brand is one of the biggest sources of these unauthorized, low-quality, cheap infringing knockoffs of Plaintiff's designs.

30. To date, Defendants have displayed, marketed, and sold at least 200 distinct products that infringe five of Plaintiff's interactive enamel pin designs.

31. Plaintiff's five original designs that are at issue in this suit are the *Social Battery Pin*, the *Mood Tracker Sliding Enamel Pin*, the *Caffeinated Status Coffee Sliding Enamel Pin*, the *Yes & No Moth Tarot Spinning Enamel Pin*, and the *Rainbow Yes & No Moth Tarot Spinning Enamel Pin*, shown below (the "Original Designs").

Social Battery Pin



Mood Tracker Sliding Enamel Pin



Caffeinated Status Coffee Sliding Enamel Pin



Yes & No Moth Tarot Spinning Enamel Pin



Rainbow Yes & No Moth Tarot Spinning Enamel Pin



32. Plaintiff received federal copyright registration No. VA 2-369-855 for the *Social Battery Pin* Original Design on August 2, 2023.

33. The *Social Battery Pin* is the most popular of Plaintiff's interactive enamel pin designs and is the design that Defendants have copied most frequently.

34. Defendants have displayed and sold at least 153 distinct products that infringe the *Social Battery Pin* Original Design.

35. The astounding scope of Defendants' infringement has contributed to a significant decline in sales of Plaintiff's products.

36. Plaintiff sells its interactive enamel pins featuring the Original Designs, which are gold-plated and made of high-quality materials, for approximately \$25 each.

37. Defendants sell low-quality knockoffs of the Original Designs made of unknown materials for extraordinarily low prices, often as low as \$1 or \$2.

38. While some consumers continue to buy the Original Designs from Plaintiff, the majority of consumers have opted to buy Defendants' cheap knockoffs made of low-quality materials.

39. This massive infringement scheme has led to a significant drop in sales for Plaintiff and the overall devaluation of Plaintiff's designs, which has impacted Plaintiff's ability to subsist and operate as an independent design company.

II. Defendants' Willful Infringement and Unlawful Conduct

Defendants' Attempts to Evade Liability While Parlaying Their Widespread Copyright Infringement into a Lucrative IPO

40. Defendants own and operate the fast fashion brands Shein, Romwe, and Emmacloth, and their corresponding intellectual property, websites, and mobile applications,

which advertise, display, and sell apparel, accessories, jewelry, and other products to consumers in the United States and around the world.

41. Defendants have come under significant scrutiny from consumers, intellectual property rightsholders, human rights activists, climate activists, and the United States Government for their unlawful and deceptive business practices.

42. Defendants profit by flooding the market with cheap, infringing products with complete disregard for the intellectual property rights of others. In connection with the near-endless succession of intellectual property infringements, Defendants claim to discipline the unscrupulous manufacturers and suppliers with whom they closely work but in reality do nothing but continue to order more infringing products from them.

43. When sued for intellectual property infringement, Defendants invariably seek to shift the blame to third parties, claiming that they have no responsibility for these allegedly “rogue” manufacturers and suppliers.

44. However, it has been alleged in a recent lawsuit filed against Defendants Roadget and STC that third-party suppliers are required to grant the Shein brand “a worldwide, irrevocable, and exclusive license” to “publish, display, reproduce, improve, or otherwise use” the suppliers’ products and to “transfer . . . the IP [intellectual property] rights in the images, photos, or videos of such products” to the Shein brand.

45. Thus, the relationship between Defendants and their third-party manufacturers and suppliers is one of complete control and supervision, and any overtures by Defendants to the contrary are false and intended to evade liability.

46. Defendants also operate via a variety of corporate entities, brands, retailers, websites, and mobile applications to shield themselves from liability for the rampant infringement

driving their financial success and to avoid the recurring public relations scandals plaguing their brands.

47. For example, in late 2021, Defendant Roadget replaced Hong Kong-based Zoetop Business Co., Ltd. (“Zoetop”) as the legal entity owning the Shein, Romwe, and Emmacloth brands, intellectual property, websites, and mobile applications, in part because Zoetop had built a reputation as an intellectual property infringer.¹ The Shein, Romwe, and Emmacloth brands currently appear to be operating under the “Roadget” umbrella, at least until they decide to again shift their unlawful scheme to the latest group of shell-game entities.

48. Despite having been repeatedly sued for copyright infringement, Defendants continue to willfully infringe the works of independent artists and businesses, including many of the same artists and businesses who have sued Defendants and/or their corporate affiliates and predecessors for copyright infringement in the past, presumably because it is far more profitable to do so than to comply with the law, e.g., by creating or licensing original works.

49. Defendant Roadget is now seeking to parlay the commercial success of the Shein brand in particular—which can be significantly attributed to its widespread infringement of the work of independent artists and businesses like Plaintiff—into a lucrative IPO in the United States. Defendant Roadget has filed paperwork with the SEC indicating its intent to bring the Shein brand public, reportedly seeking a valuation of up to \$90 billion.²

Defendants’ Worldwide Sale of Infringing Products

¹ See Chen Lin, EXCLUSIVE-Chinese fashion firm Shein on Singapore hiring spree as it shifts key assets there, Reuters, Feb. 16, 2022, <https://www.reuters.com/article/shein-singapore-idCNL1N2UR09Q>.

² See Kane Wu and Anirban Sen, China’s Shein Files for US IPO in Major Test for Investor Appetite -Sources, Reuters, Nov. 27, 2023, <https://www.reuters.com/markets/deals/chinese-fast-fashion-shein-files-us-ipo-wsj-2023-11-27/>.

50. Defendants work in conjunction with many other affiliated global corporate entities to sell products, including the 200 infringing products in this Complaint, to consumers in over 150 countries.

51. Upon information and belief, Defendants' sale of infringing products to consumers outside of the United States is initiated, enabled, and facilitated by Defendants' infringing conduct in the United States.

52. Upon information and belief, Defendants' infringing conduct includes, but is not limited to, the uploading and storage of images of infringing products on servers located in the United States, which are then displayed on webpages accessed by consumers in the United States and around the world.

53. Upon information and belief, Defendants' infringing conduct in the United States leads to the sale of infringing products in the United States and around the world.

54. Upon information and belief, the infringing conduct committed by Defendants in the United States constitutes a "predicate act" of the infringing conduct committed by Defendants outside of the United States.

The Emmacloth Website and the Emmacloth Infringing Product

55. Defendant Roadget owns the Emmacloth brand, the Emmacloth Website, and corresponding intellectual property.

56. Together, Defendants Roadget and Fashion Choice operate the Emmacloth Website, through which they offer and display products for sale.

57. Defendants Roadget and Fashion Choice are direct sellers of the products on the Emmacloth Website.

58. Defendants Roadget and Fashion Choice sell products under the Emmacloth brand via the Emmacloth Website directly to consumers in New York and in this District.

59. Without authorization from Plaintiff, Defendants Roadget and Fashion Choice created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least one product featuring a design identical or substantially similar to the *Social Battery Pin* Original Design (the “Emmacloth Infringing Product”), shown below.

60. Large numbers of new, distinct products are added to the Emmacloth Website every day. Due to this large daily influx of products, upon information and belief, additional products are and/or have been displayed and sold on the Emmacloth Website that infringe the *Social Battery Pin* Original Design and/or Plaintiff’s other original copyrighted designs.

61. Below is a side-by-side comparison of the *Social Battery Pin* Original Design and the Emmacloth Infringing Product. The below comparison makes immediately apparent that the elements, composition, arrangement, layout, rendering, design, and appearance of the Emmacloth Infringing Product are virtually identical to those of the *Social Battery Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="370 268 605 304"><i>Social Battery Pin</i></p>  <p>The original pin is a rectangular badge with a gold-colored border. It features the text "MY SOCIAL BATTERY" at the top. Below the text is a horizontal bar divided into seven colored segments: three red, one yellow, and three green. Each segment contains a white smiley face icon. A gold-colored lightning bolt is positioned at the end of the bar, pointing towards the right.</p>	<p data-bbox="927 268 1292 304">SKU: sg2309095961900019</p>   <p data-bbox="927 1461 1292 1497"><i>Detail of Infringing Product</i></p> <p>The infringing product is a rectangular badge with a gold-colored border, identical in design to the original. It features the text "MY SOCIAL BATTERY" at the top. Below the text is a horizontal bar divided into seven colored segments: three red, one yellow, and three green. Each segment contains a white smiley face icon. A gold-colored lightning bolt is positioned at the end of the bar, pointing towards the right.</p>

62. Defendants Roadget and Fashion Choice have directly financially benefited from displaying and selling the Emmacloth Infringing Product on the Emmacloth Website.

63. Defendants Roadget's and Fashion Choice's infringement of the *Social Battery Pin* Original Design has been willful. Defendants Roadget and Fashion Choice never attempted to contact Plaintiff to inquire about properly licensing the *Social Battery Pin* Original Design and instead chose to produce, procure, and sell an unauthorized, low-quality infringing copy of the design.

64. Defendants Roadget and Fashion Choice know they are selling cheap products from manufacturers, suppliers, and third-party sellers that regularly deal in infringing products but continue to do so without implementing any reasonable checks to prevent the continued flood of infringing goods into the United States and this District.

65. Plaintiff has been forced to file this action to protect its rights and livelihood and to protect the integrity of its artwork.

The Romwe Website, Romwe Mobile App, and the Romwe Infringing Product

66. Defendant Roadget owns the Romwe brand, the Romwe Website, the Romwe Mobile App, and corresponding intellectual property.

67. Together, Defendants Roadget and SDC operate the Romwe Website and Romwe Mobile App, through which they offer and display products for sale.


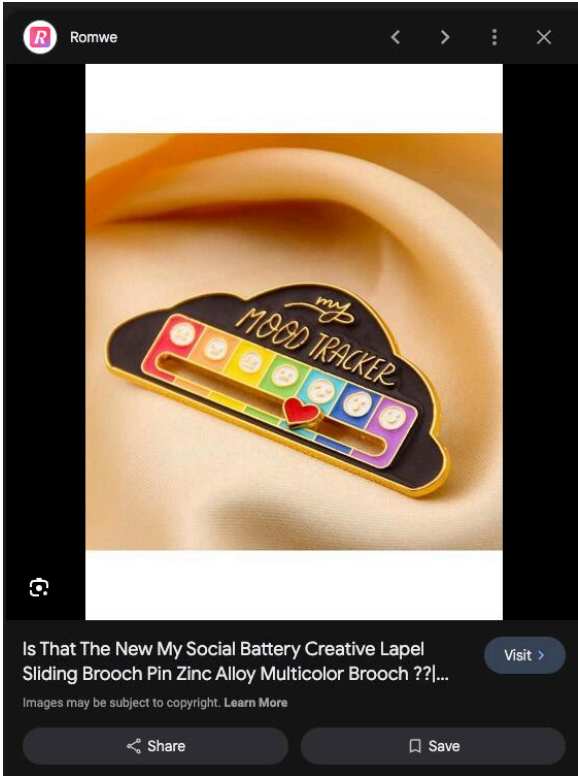

68. Defendants Roadget and SDC are direct sellers of the products on the Romwe Website and Romwe Mobile App.

69. Defendants Roadget and SDC sell products under the Romwe brand via the Romwe Website and Romwe Mobile App directly to consumers in New York and in this District.

70. Without authorization from Plaintiff, Defendants Roadget and SDC created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least one product featuring a design identical or substantially similar to the *Mood Tracker Sliding Enamel Pin* Original Design (the “Romwe Infringing Product”), shown below.

71. Large numbers of new, distinct products are added to the Romwe Website and Romwe Mobile App every day. Due to this large daily influx of products, upon information and belief, additional products are and/or have been displayed and sold on the Romwe Website and Romwe Mobile App that infringe the *Mood Tracker Sliding Enamel Pin* Original Design and/or Plaintiff’s other original copyrighted designs.

72. Below is a side-by-side comparison of the *Mood Tracker Sliding Enamel Pin* Original Design and the Romwe Infringing Product. The below comparison makes immediately apparent that the elements, composition, arrangement, layout, rendering, design, and appearance of the Romwe Infringing Product are virtually identical to those of the *Mood Tracker Sliding Enamel Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="280 270 721 302"><i>Mood Tracker Sliding Enamel Pin</i></p>  <p>The original design is a cloud-shaped enamel pin with a black base. It features the text "my MOOD TRACKER" in a cursive font. Below the text is a row of seven colored squares (red, orange, yellow, green, blue, purple, and pink) each containing a different smiley face. A red heart is positioned below the green square. The pin is shown against a white background with a faint "ATELIER EUMORI" watermark.</p>	<p data-bbox="1011 270 1230 302">SKU: Unknown³</p>  <p>The screenshot shows a product listing on the Romwe website. The product is a "my MOOD TRACKER" sliding brooch pin, which is a cloud-shaped enamel pin with a black base, featuring the text "my MOOD TRACKER" and a row of seven colored squares with smiley faces. A red heart is positioned below the green square. The pin is shown against a white background. The website interface includes a "Visit" button and a "Share" button.</p>  <p>A close-up detail of the infringing product, showing the cloud-shaped enamel pin with the text "my MOOD TRACKER" and the row of seven colored squares with smiley faces. A red heart is positioned below the green square. The pin is shown against a white background.</p> <p data-bbox="938 1530 1304 1562"><i>Detail of Infringing Product</i></p>

³ The Romwe Infringing Product is or was sold on the Romwe Website at <https://romwe.com/My-Social-Battery-Creative-Lapel-Sliding-Brooch-Pin-Zinc-Alloy-Multicolor-Brooch-p-2926916-cat-1777.html>.

73. Defendants Roadget and SDC have directly financially benefited from displaying and selling the Romwe Infringing Product on the Romwe Website and Romwe Mobile App.

74. Defendants Roadget's and SDC's infringement of the *Mood Tracker Sliding Enamel Pin* Original Design has been willful. Defendants Roadget and SDC never attempted to contact Plaintiff to inquire about properly licensing the *Mood Tracker Sliding Enamel Pin* Original Design and instead chose to produce, procure, and sell an unauthorized, low-quality infringing copy of the design.

75. Defendants Roadget and SDC know they are selling cheap products from manufacturers, suppliers, and third-party sellers that regularly deal in infringing products but continue to do so without implementing any reasonable checks to prevent the continued flood of infringing goods into the United States and this District.

76. Plaintiff has been forced to file this action to protect its rights and livelihood and to protect the integrity of its artwork.

The Shein Website, the Shein Mobile App, and the Shein Infringing Products

77. Defendant Roadget owns the Shein brand, the Shein Website, the Shein Mobile App, and corresponding intellectual property.

78. Together, Defendants Roadget, SDC, STC, and SUS operate the Shein Website and Shein Mobile App, through which they offer and display products for sale. The Shein brand is the central pillar of Defendants' web of interconnected fast fashion e-commerce brands.

79. Defendants Roadget, SDC, STC, and SUS sell products under the Shein brand via the Shein Website and Shein Mobile App directly to consumers in New York and in this District.

80. The Shein brand is one of the biggest sources of infringing copies of Plaintiff's Original Designs.

81. Without authorization from Plaintiff, Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least 198 different products featuring designs identical or substantially similar to the Original Designs (the “Shein Infringing Products”).

82. Thousands of new products are added to the Shein Website and Shein Mobile App every day.⁴ Due to this large daily influx of products, upon information and belief, additional products are and/or have been displayed and sold on the Shein Website and Shein Mobile App that infringe the Original Designs and/or Plaintiff’s other original copyrighted designs.

Unauthorized Reproductions of the *Social Battery Pin* Original Design Displayed and Sold on the Shein Website and Shein Mobile App

83. To date, Plaintiff has discovered that Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least 153 different products featuring designs identical or substantially similar to the *Social Battery Pin* Original Design (the “Shein *Social Battery Pin* Infringing Products”) without authorization from Plaintiff.

84. Below is a side-by-side comparison of the *Social Battery Pin* Original Design and one of the Shein *Social Battery Pin* Infringing Products. This comparison makes immediately apparent that the elements, compositions, arrangements, layouts, renderings, designs, and appearances of the Shein *Social Battery Pin* Infringing Products are virtually identical to those of the *Social Battery Pin* Original Design.

⁴ See Alina Selyukh, America can't resist fast fashion. Shein, with all its issues, is tailored for it, NPR, Oct. 13, 2023, <https://www.npr.org/2023/10/13/1204983212/shein-america-fast-fashion-legal-issues>.

Original Design	Infringing Product
<p data-bbox="380 268 617 302"><i>Social Battery Pin</i></p>  <p>The original product is a rectangular pin with a black background. It features the text "MY SOCIAL BATTERY" in white capital letters at the top. Below the text is a horizontal bar divided into seven colored segments: red, pink, yellow, light green, green, teal, and dark green. Each segment contains a white smiley face icon. A yellow lightning bolt icon is positioned at the left end of the bar, pointing towards the right.</p>	<p data-bbox="938 268 1300 302">SKU: sg2308039355721048</p>  <p>The infringing product is a rectangular pin with a black background, identical in design to the original. It features the text "MY SOCIAL BATTERY" in white capital letters at the top. Below the text is a horizontal bar divided into seven colored segments: red, pink, yellow, light green, green, teal, and dark green. Each segment contains a white smiley face icon. A yellow lightning bolt icon is positioned at the left end of the bar, pointing towards the right. The pin is shown resting on a dark surface with a wooden log in the background.</p>

85. Images of the 153 distinct Shein *Social Battery Pin* Infringing Products that have been displayed and sold on the Shein Website and Shein Mobile App by Defendants Roadget, SDC, STC, and SUS are shown in Exhibit A attached hereto.

86. Below are the 152 known unique SKU numbers for the Shein *Social Battery Pin* Infringing Products that have been displayed and sold on the Shein Website and Shein Mobile App by Defendants Roadget, SDC, STC, and SUS⁵:

1. sg2308039355721048	2. sg2308039355757457	3. sg2308039355770028
4. sj2307083237380500	5. sj2307083237355907	6. sj2310258012966117
7. sj2310258012921001	8. sj2305241691982186	9. sj2305241691914145
10. sj2305241691922722	11. sj2305241691942112	12. sj2306271922174775
13. sj2306271922188584	14. sj2311113613226782	15. sj2306283223369683
16. sj2309107097426640	17. sj2309107097476368	18. sc2306262855542665
19. sc2306262855554513	20. sc2306262855573233	21. sj2312065707717300
22. sg2309095961900019	23. sj2310162908952262	24. sl2310199719358306
25. sh2308028084618145	26. sh2308313467894400	27. sj2401071827497994
28. sg2307104344833955	29. sh2307048318900241	30. sl2310187389851050
31. sg2307057487456368	32. sh2306063403033242	33. sg2307104344878470
34. sj2402197733174424	35. sj2312218837483390	36. sr2311045468364943
37. sk2312246692169259	38. sc2306262855529343	39. sk2308177797519198
40. sg2308242243632172	41. sg2308242243691929	42. sj2310162908995563

⁵ Although Defendants Roadget, SDC, STC, and SUS displayed and sold 153 products that infringed Plaintiff's *Social Battery Pin* Original Design, the SKU is unknown for the infringing product sold on the Shein Website at <https://shein.com/My-Social-Battery-Interactive-Enamel-Pin-Funny-Mood-Slidable-Badge-Brooch-For-7-Days-Mood-Expressing-Pin-p-21310999-cat-2156.html>.

43. sl2310182350488606	44. sc2307083515477383	45. sg2310244484262466
46. sj2306265141655333	47. sh2307220134168180	48. sj2308041555455294
49. sj2306253463568944	50. sk2312220264252722	51. sh2308101525266626
52. sc2311104229366219	53. sj2310224410342452	54. sh2307218747102632
55. sh2306287693456959	56. sc2306079114923995	57. sc2310123791996114
58. sc2310096839364113	59. sc2310308518047904	60. sh2307128541000266
61. sl2310187389818300	62. sc2309150325235135	63. sc2310123791966404
64. sc2310233359806633	65. sh2309159121071165	66. sh2306278393148176
67. sh2309235581819467	68. sj2311070757211131	69. sc2309212538749681
70. sh2307128541060600	71. sj2311102978538928	72. sc2306246942244314
73. sj2310224410371236	74. sj2312108002381106	75. sl2310134616673011
76. sc2309273058258699	77. sh2310121117498875	78. sh2306278393184279
79. sj2311204757295620	80. sc2309212652662653	81. sl2310154448815611
82. sj2311070757214995	83. sc2310136711541165	84. sj2310172535844898
85. sc2310182877018868	86. sh2306294351264834	87. sl2310142173311886
88. sj2311229189238131	89. sj2312036618141777	90. sk2312220264222593
91. sc2310308518055498	92. sl2308118176670770	93. sr2311045468335573
94. sc2306262855578363	95. sh2307129594674396	96. sh2312269815548728
97. sc2311104229384686	98. sj2401071827466807	99. sj2310258012918826
100. sj2401071827443255	101. sj2310206909272111	102. sj2310258012982086
103. sj2310224410371426	104. sc2402222052224032	105. sh2403064765373008
106. sc2312216595685105	107. sj2308105055992217	108. sg2306205685051883
109. sj2401071827406551	110. sk2403138987742890	111. sk2403138987707937

112. sk2403111126362813	113. sk2403137986888189	114. sk2403137986890680
115. sk2403137986816885	116. sk2403137986876455	117. sk2403137986879686
118. sj2403139924254546	119. sk2403172280013113	120. sr2403195668728418
121. sr2403195668786919	122. sj2403272800123374	123. sc2404129551567558
124. sj2404103143498118	125. sc2403141438197144	126. sk2404016533967974
127. sk2403314025432082	128. sk2403314025473166	129. sk2403314025407880
130. sh2403234351013582	131. sc2404052303893330	132. sj2404106493410348
133. sc2404078994336686	134. sc2404076558182622	135. sk2403313134317509
136. sk2403313134315517	137. sk2403313134312973	138. sk2403313134333489
139. sk2403313134394249	140. sk2403313134328719	141. sj2404102423562664
142. sc2404225947199791	143. sc2404124441814916	144. sc2309273058266646
145. sc2310165822234148	146. sc2309150325201757	147. sc2308311917377786
148. sj2307275709056856	149. sg2306192242734730	150. sj2306306536276663
151. sj2401071827466742	152. sc2310233359833980	

Unauthorized Reproductions of the *Mood Tracker Sliding Enamel Pin* Original Design Displayed and Sold on the Shein Website and Shein Mobile App

87. To date, Plaintiff has discovered that Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least 74 products featuring designs identical or substantially similar to the *Mood Tracker Sliding Enamel Pin* Original Design (the “Shein *Mood Tracker Sliding Enamel Pin* Infringing Products”) without authorization from Plaintiff.

88. Below is a side-by-side comparison of the *Mood Tracker Sliding Enamel Pin* Original Design and one of the Shein *Mood Tracker Sliding Enamel Pin* Infringing Products. This

comparison makes immediately apparent that the elements, compositions, arrangements, layouts, renderings, designs, and appearances of the Shein *Mood Tracker Sliding Enamel Pin* Infringing Products are virtually identical to those of the *Mood Tracker Sliding Enamel Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="282 268 727 304"><i>Mood Tracker Sliding Enamel Pin</i></p> 	<p data-bbox="943 268 1308 304">SKU: sg2308039355755580</p> 

89. Images of the 74 Shein *Mood Tracker Sliding Enamel Pin* Infringing Products that have been displayed and sold on the Shein Website and Shein Mobile App by Defendants Roadget, SDC, STC, and SUS are shown in Exhibit B attached hereto.

90. Below are the 74 known unique SKU numbers for the Shein *Mood Tracker Sliding Enamel Pin* Infringing Products that have been displayed and sold on the Shein Website and Shein Mobile App by Defendants Roadget, SDC, STC, and SUS:

1. sg2308039355755580	2. sg2308039355722801	3. sg2308039355788147
4. sc2306262855596921	5. sh2307214564961181	6. sc2306262855546201
7. sh2312057965822950	8. sj2307099305025950	9. sc2311104229384686
10. sj2401071827466807	11. sc2401114471761966	12. sj2310258012918826
13. sc2306262855578571	14. sg2307104344826406	15. sk2310078815822452
16. sj2401071827443255	17. sj2307272188413639	18. sj2310206909272111
19. sh2312057965873155	20. sg2310248200857083	21. sj2305241691981616
22. sg2309095961904207	23. sj2308143141877919	24. sj2310258012982086
25. sc2312084333248213	26. sc2310177991150511	27. sj2310224410371426
28. sc2307157516371241	29. sj2306200926648649	30. sj2308143141865474
31. sj2310189800106444	32. sj2310258012966117	33. sl2310199719358306
34. sj2401071827497994	35. sj2312218837483390	36. sg2310244484262466
37. sc2311104229366219	38. sj2310224410342452	39. sj2310224410371236
40. sj2312108002381106	41. sc2309273058258699	42. sh2307129594674396
43. sh2309235581881518	44. sj2401071827406551	45. sg2307057487433197
46. sj2310210015048055	47. sc2308311917306132	48. sj2306277667851515
49. sk2403137986888189	50. sk2403137986890680	51. sk2403137986816885

52. sk2403137986876455	53. sk2403137986879686	54. sk2403138987789229
55. sc2310302972585111	56. sr2308237046292477	57. sk2403138987739507
58. sj2403139924254546	59. sj2404103143498118	60. sk2403314025432082
61. sk2403314025473166	62. sk2403314025407880	63. sk2403313134317509
64. sk2403313134315517	65. sk2403313134312973	66. sk2403313134333489
67. sk2403313134394249	68. sk2403313134328719	69. sj2404102423562664
70. ss2403035114184874	71. sc2404225947199791	72. sj2306306536276663
73. sj2401071827466742	74. sj2310210015022527	

Unauthorized Reproductions of the *Caffeinated Status Coffee Sliding Enamel Pin* Original Design Displayed and Sold on the Shein Website and Shein Mobile App

91. To date, Plaintiff has discovered that Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least three different products featuring designs identical or substantially similar to the *Caffeinated Status Coffee Sliding Enamel Pin* Original Design (the “*Shein Caffeinated Status Coffee Sliding Enamel Pin* Infringing Products”) without authorization from Plaintiff.

92. Below are side-by-side comparisons of the *Caffeinated Status Coffee Sliding Enamel Pin* Original Design and the *Shein Caffeinated Status Coffee Sliding Enamel Pin* Infringing Products. These comparisons make immediately apparent that the elements, compositions, arrangements, layouts, renderings, designs, and appearances of the *Shein Caffeinated Status Coffee Sliding Enamel Pin* Infringing Products are virtually identical to those of the *Caffeinated Status Coffee Sliding Enamel Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="215 268 797 304"><i>Caffeinated Status Coffee Sliding Enamel Pin</i></p>  <p>The original pin is a gold-colored enamel pin shaped like a coffee cup. The top white section contains the text "Caffeinated Status" in gold. The brown body of the cup features a large, stylized gold letter "E" that serves as a slider. To the right of the "E", the text "NO SHUSH NOT YET MAYBE" is written in gold, with a small coffee bean icon above "NO" and a sad face icon above "NOT YET". A small "EUMORI" logo is visible on the right side of the cup.</p>	<p data-bbox="976 268 1336 304">SKU: sc2309040150557361</p>  <p>The infringing product is a silver-colored enamel pin shaped like a coffee cup. The top white section contains the text "Caffeinated Status" in silver. The dark brown body of the cup features a large, stylized silver letter "E" that serves as a slider. To the right of the "E", the text "NO SHUSH NOT YET MAYBE" is written in silver, with a small coffee bean icon above "NO" and a sad face icon above "NOT YET".</p>



Original Design	Infringing Product
<p data-bbox="203 268 781 304"><i>Caffeinated Status Coffee Sliding Enamel Pin</i></p> 	<p data-bbox="963 268 1323 304">SKU: sj2311025552116276</p> 

Original Design	Infringing Product
<p data-bbox="203 268 781 304"><i>Caffeinated Status Coffee Sliding Enamel Pin</i></p>  <p>The original design is a gold-colored enamel pin shaped like a coffee cup. The top white section of the cup has the words "Caffeinated Status" in gold. The dark brown body of the cup features a large, gold-outlined letter "E" on the left side. To the right of the "E", the words "NO SHUSH NOT YET MAYBE" are written in gold, with a small coffee bean icon above "NO" and a coffee cup icon above "NOT". A small "EUMORI" logo is visible on the right side of the cup.</p>	<p data-bbox="959 268 1325 304">SKU: sc2311024002594427</p>  <p>The infringing product is a gold-colored enamel pin shaped like a coffee cup, identical in design to the original. It features the words "Caffeinated Status" on the white top section. The dark brown body of the cup has a large, gold-outlined letter "E" on the left. To the right of the "E", the words "NO SHUSH NOT YET MAYBE" are written in gold, with a small coffee bean icon above "NO" and a coffee cup icon above "NOT".</p>

Unauthorized Reproductions of the *Yes & No Moth Tarot Spinning Enamel Pin* Original Design Displayed and Sold on the Shein Website and Shein Mobile App

93. To date, Plaintiff has discovered that Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least seven different products featuring designs identical or substantially similar to the *Yes & No Moth Tarot Spinning Enamel Pin* Original Design (the “*Shein Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products”) without authorization from Plaintiff.

94. Below are side-by-side comparisons of the *Yes & No Moth Tarot Spinning Enamel Pin* Original Design and the *Shein Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products. These comparisons make immediately apparent that the elements, compositions, arrangements, layouts, renderings, designs, and appearances of the *Shein Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products are virtually identical to those of the *Yes & No Moth Tarot Spinning Enamel Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="224 268 777 304"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="943 268 1299 304">SKU: sj2311024421346232</p>   <p data-bbox="938 1598 1304 1633"><i>Detail of Infringing Product</i></p>

Original Design	Infringing Product
<p data-bbox="224 268 777 304"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="943 268 1299 304">SKU: sj2311063359482509</p> 

Original Design	Infringing Product
<p data-bbox="207 268 768 304"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="930 268 1287 304">SKU: sj2311063359408265</p> 

Original Design	Infringing Product
<p data-bbox="224 268 777 304"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="938 268 1300 304">SKU: sc2311018141591999</p> 

Original Design	Infringing Product
<p data-bbox="228 268 734 338"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="919 268 1284 302">SKU: sk2311030230733932</p> 

Original Design	Infringing Product
<p data-bbox="224 268 777 304"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="938 268 1300 304">SKU: sc2311018141576601</p> 



Original Design	Infringing Product
<p data-bbox="207 268 768 310"><i>Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="995 268 1222 310">SKU: Unknown⁶</p> 

⁶ This infringing product is or was sold on the Shein Website at <https://shein.com/Cross-border-Butterfly-Shaped-Alloy-Brooch,-Insect-Badge-Decor,-Creative-New-Black-&-White-&-Rainbow-Lapel-Pin-p-26198121-cat-7698.html>.



Unauthorized Reproductions of the *Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Original Design Displayed and Sold on the Shein Website and Shein Mobile App



95. To date, Plaintiff has discovered that Defendants Roadget, SDC, STC, and SUS created, manufactured, caused to be manufactured, imported, marketed, distributed, displayed and/or sold at least five different products featuring designs identical or substantially similar to the *Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Original Design (the “*Shein Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products”) without authorization from Plaintiff.

96. Below are side-by-side comparisons of the *Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Original Design and the *Shein Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products. These comparisons make immediately apparent that the elements, compositions, arrangements, layouts, renderings, designs, and appearances of the *Shein Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Infringing Products are virtually identical to those of the *Rainbow Yes & No Moth Tarot Spinning Enamel Pin* Original Design.

Original Design	Infringing Product
<p data-bbox="228 268 755 342"><i>Rainbow Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="932 268 1289 306">SKU: sj2311063359482509</p> 

Original Design	Infringing Product
<p data-bbox="240 268 760 338"><i>Rainbow Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="943 268 1300 304">SKU: sj2311063359408265</p> 

Original Design	Infringing Product
<p data-bbox="240 268 760 338"><i>Rainbow Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="938 268 1300 300">SKU: sc2311018141591999</p> 

Original Design	Infringing Product
<p data-bbox="240 268 760 338"><i>Rainbow Yes & No Moth Tarot Spinning Enamel Pin</i></p> 	<p data-bbox="938 268 1304 300">SKU: sk2311030230733932</p> 

Original Design	Infringing Product
<p data-bbox="240 268 763 340"><i>Rainbow Yes & No Moth Tarot Spinning Enamel Pin</i></p>  <p>The original design is a tarot spinning enamel pin. It features a white card with a gold border. On the card, there is a rainbow-colored moth with its wings spread. The word 'yes' is written in red on the left wing, and the word 'no' is written in red on the right wing. The card also has some decorative elements and text, including 'ATELIER E EUMORI' and 'Fly to the moon'.</p>	<p data-bbox="938 268 1302 302">SKU: sc2311018141576601</p>  <p>The infringing product is a tarot spinning enamel pin that is a copy of the original design. It features a white card with a gold border. On the card, there is a rainbow-colored moth with its wings spread. The word 'yes' is written in blue on the left wing, and the word 'no' is written in blue on the right wing. The card also has some decorative elements and text, including 'ATELIER E EUMORI' and 'Fly to the moon'.</p>

Defendants' Attempts to Launch a "Marketplace" to Avoid Liability for Their Widespread Intellectual Property Infringement

97. Beginning in May 2023, Defendants Roadget, SDC, STC, and SUS launched the "Shein Marketplace," a new platform hosted on the Shein Website and Shein Mobile App that supplements the Shein brand's direct-seller model by ostensibly allowing consumers to purchase products from a select number of vetted third-party vendors. In reality, the newly created Shein Marketplace is no different from the Shein Website's prior direct-seller model, and these third-party vendors in practice function more as traditional wholesale suppliers.

98. For example, at least one of the Shein *Social Battery Pin* Infringing Products, which is supposedly sold by a third-party vendor on the Shein Marketplace, has the same SKU number, product name, and product photos as the Emmacloth Infringing Product, which is sold directly by Defendants Roadget and Fashion Choice on the Emmacloth Website under the Emmacloth brand. This suggests that there is more at work here than simply rogue third-party vendors.

99. Upon information and belief, the third-party vendors on the Shein Marketplace are primarily Chinese manufacturers and suppliers, many of which are the same entities that supplied Defendants Roadget, SDC, STC, and SUS with the products sold on the Shein Website and Shein Mobile App prior to the launch of the Shein Marketplace in May 2023, and from which Defendants Roadget, SDC, and Fashion Choice source the products sold on the Emmacloth Website and the Romwe Website and Romwe Mobile App.

100. Defendants Roadget, SDC, STC, and SUS exercise substantial control over the third-party vendors and products sold on the Shein Marketplace.

101. Defendants Roadget, SDC, STC, and SUS provide a wide array of financing, onboarding, logistics, and other services to their third-party vendors that go well beyond traditional marketplace services. Upon information and belief, Defendants Roadget, SDC, STC, and SUS

directly finance and invest in factories, infrastructure, and training, among other things, for the benefit of the third-party vendors on the Shein Marketplace. In June 2023, Defendants Roadget, SDC, STC, and SUS launched AcceleraSHEIN, an integrated support platform for third-party vendors that “offers a holistic system of support to all marketplace sellers throughout their journey on [Shein] Marketplace, including training and upskilling, seller benefits and incentives to help them achieve their business goals.”⁷

102. Defendants Roadget, SDC, STC, and SUS curate, select, and control which entities will be third-party vendors on the Shein Marketplace.

103. Upon information and belief, Defendants Roadget, SDC, STC, and SUS curate, select, and control the products “designed” and sold by third-party vendors on the Shein Marketplace for the benefit of their customers, in much the same way they curate, select, and control the products that they themselves sell directly under the Shein brand.

104. Defendants Roadget, SDC, STC, and SUS utilize a sophisticated web scraping technology and artificial intelligence-based software that scours the Internet and surveys their users’ browsing habits, including on websites and mobile applications other than the Shein Website, the Shein Mobile App, the Romwe Website, the Romwe Mobile App, and the Emmacloth Website, to determine which products to source and sell on the Shein Marketplace.

105. Upon information and belief, Defendants Roadget, SDC, STC, and SUS are involved in the creation and publication of the Shein Marketplace page on the Shein Website and

⁷ SHEIN Launches ‘AcceleraSHEIN’ To Empower Marketplace Sellers, Continues Global Roll-Out of Integrated Marketplace, June 22, 2023, <https://sheingroup.com/corporate-news/press-releases/shein-launches-accelerashein-to-empower-marketplace-sellers-continues-global-roll-out-of-integrated-marketplace/>.

Shein Mobile App for each third-party vendor, including the selection and uploading of the images, designs, and other vendor information.

106. Upon information and belief, Defendants Roadget, SDC, STC, and SUS are involved in the curation, selection, and publication of the third-party vendors' product pages and product photos on the Shein Website and the Shein Mobile App.

107. It has been alleged in a recent lawsuit filed against Defendants Roadget and STC that third-party suppliers are required to grant the Shein brand "a worldwide, irrevocable, and exclusive license" to "publish, display, reproduce, improve, or otherwise use" the suppliers' products and related styles and to "transfer . . . the IP [intellectual property] rights in the images, photos, or videos of such products" to the Shein brand.

108. Further, upon information and belief, after Defendants Roadget, SDC, STC, and SUS "select" an entity to be a third-party vendor, Defendants direct the third-party vendor to Defendants' own photography studio vendors to photograph the products for future publication on the Shein Website and Shein Mobile App.

109. Upon information and belief, employees of Defendants Roadget, SDC, STC, and SUS utilize photograph editing software to prepare the product photos for publication on the Shein Website and Shein Mobile App.

110. Upon information and belief, Defendants Roadget, SDC, STC, and SUS also provide third-party vendors with photograph editing software to prepare the product photos for publication on the Shein Website and Shein Mobile App.

111. Upon information and belief, Defendants Roadget, SDC, STC, and SUS have an excessive degree of control in setting the prices of the products sold on the Shein Marketplace.

112. Defendants Roadget, SDC, STC, and SUS exercise a substantial degree of control over the marketing and advertising of all products sold on the Shein Marketplace.

113. Defendants Roadget, SDC, STC, and SUS exercise a significant degree of control and influence over the storage, warehousing, and distribution of the products sold on the Shein Marketplace (including through their centralized distribution centers in Guangdong Province, China).

114. Defendants Roadget, SDC, STC, and SUS process the payments for all transactions completed on the Shein Website and Shein Mobile App, including the Shein Marketplace.

115. Defendants Roadget, SDC, STC, and SUS exercise a substantial degree of control over customer service, returns, and refunds for all orders placed on the Shein Website and Shein Mobile App, including the Shein Marketplace.

116. Upon information and belief, Defendants Roadget, SDC, STC, and SUS maintain data security services to protect consumers' personal and payment information for all orders placed on the Shein Website and Shein Mobile App, including the Shein Marketplace.

117. Defendants Roadget, SDC, STC, and SUS are not simply "passive hosts" of the infringing products being sold on the Shein Marketplace but are instead integrally involved in every step of the creation, sourcing, display, and sale of the Shein Infringing Products, making them direct participants in the infringement.

118. Any claim by Defendants Roadget, SDC, STC, and SUS that they are not responsible for infringing products sold on the Shein Marketplace is meritless and is merely the next iteration of Defendants' repeated attempts to evade liability for their orchestration of this massive infringement scheme.

119. Defendants Roadget, SDC, STC, and SUS have directly financially benefited from displaying and selling the Shein Infringing Products on the Shein Website and Shein Mobile App. Defendants Roadget, SDC, STC, and SUS have directly financially benefited from the availability of and sales of the Shein Infringing Products on the Shein Marketplace.

120. Defendants Roadget's, SDC's, STC's, and SUS's infringement of the Original Design has been willful. Defendants never attempted to contact Plaintiff to inquire about properly licensing the Original Designs and instead chose to produce, procure, and sell unauthorized, low-quality infringing copies of the designs.

121. Defendants Roadget, SDC, STC, and SUS know they are selling cheap products from manufacturers, suppliers, and third-party vendors that regularly deal in infringing products but continue to do so without implementing any reasonable checks to prevent the continued flood of infringing goods into the United States and this District.

122. Plaintiff has been forced to file this action to protect its rights and livelihood and to protect the integrity of its artwork.

FIRST CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT - 17 U.S.C. § 501, et seq.
(Against All Defendants)

123. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 122 above and incorporates them herein by reference.

124. Plaintiff has complied in all respects with the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*, and has secured the exclusive rights and privileges in and to the copyrights in the Original Designs.

125. Defendants had access to Plaintiff's Original Designs, including, without limitation, through (a) viewing the Original Designs on Plaintiff's website or social media; (b) viewing the Original Designs on an authorized third-party retailer's website or social media; and/or (c) purchasing products featuring the Original Designs from Plaintiff or an authorized third-party retailer.

126. Defendants copied, reproduced, distributed, adapted, publicly displayed, and/or sold elements of the Original Designs without the consent, permission, or authority of Plaintiff.

127. Defendants' conduct constitutes infringement of Plaintiff's copyrights and exclusive rights in violation of 17 U.S.C. §§ 106 and 501.

128. Defendants' acts of infringement have been willful, intentional, purposeful, and/or in reckless disregard of and with indifference to Plaintiff's rights.

129. Plaintiff is entitled to actual damages and Defendants' profits attributable to the infringement both in the United States and around the world, pursuant to 17 U.S.C. § 504.

130. Alternatively, Plaintiff is entitled to an award of statutory damages for each of the Original Designs, pursuant to 17 U.S.C. § 504.

131. Plaintiff is entitled to reasonable attorneys' fees and costs, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF
CONTRIBUTORY COPYRIGHT INFRINGEMENT - 17 U.S.C. § 501, et seq.
(Against Defendants Roadget, SDC, STC, and SUS)

132. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 131 above and incorporates them herein by reference.

133. Defendants Roadget, SDC, STC, and SUS knew of the infringement of Plaintiff's copyrighted Original Designs on the Shein Website and the Shein Mobile App, including on the Shein Marketplace.

134. Defendants Roadget, SDC, STC, and SUS unlawfully allowed, enabled, or otherwise facilitated the creation and distribution of the Shein Infringing Products.

135. Defendants Roadget, SDC, STC, and SUS knowingly induced, caused, and/or materially contributed to the direct infringement of Plaintiff's copyrighted Original Designs.

136. Plaintiff has been damaged by, and Defendants Roadget, SDC, STC, and SUS have profited and materially benefited from, the infringement of Plaintiff's copyrighted Original Designs.

137. Plaintiff is entitled to the remedies set forth above for the copyright infringement of Plaintiff's copyrighted Original Designs.

THIRD CLAIM FOR RELIEF
VICARIOUS COPYRIGHT INFRINGEMENT - 17 U.S.C. § 501, et seq.
(Against Defendants Roadget, SDC, STC, and SUS)

138. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 137 above and incorporates them herein by reference.

139. Defendants Roadget, SDC, STC, and SUS receive a direct financial benefit from the infringing activities occurring on the Shein Marketplace, including sales of the Shein Infringing Products.

140. Defendants Roadget, SDC, STC, and SUS receive a direct financial benefit through the availability of the Shein Infringing Products and material on the Shein Marketplace, which acts as a draw for customers and results in sales and further profits and revenues to Defendants Roadget, SDC, STC, and SUS.

141. Defendants Roadget, SDC, STC, and SUS have the right and ability to control and supervise the infringing activity of third-party vendors on the Shein Marketplace through the exercise of substantial control over the third-party vendors, the products displayed and sold, and the marketing and advertising of all products displayed and sold on the Shein Marketplace.

142. Defendants Roadget, SDC, STC, and SUS have failed to exercise their right and ability to supervise or control the infringing activity occurring on the Shein Marketplace.

143. Defendants Roadget, SDC, STC, and SUS have the ability to stop or limit the infringing activity occurring on the Shein Marketplace, as well as the practical ability to do so.

144. Defendants Roadget, SDC, STC, and SUS have failed to stop or limit the infringing activity occurring on the Shein Marketplace.

145. Plaintiff has been damaged by, and Defendants Roadget, SDC, STC, and SUS have profited and materially benefited from, the direct infringement of Plaintiff's copyrighted Original Designs.

146. Plaintiff is entitled to the remedies set forth above for the copyright infringement of Plaintiff's copyrighted Original Designs.

WHEREFORE, Plaintiff demands judgment as follows:

1. For an order permanently restraining and enjoining Defendants from copying, reproducing, distributing, adapting, publicly displaying, and/or selling the Original Designs or any elements thereof;

2. For an order requiring the destruction of all of Defendants' infringing products, including the Emmacloth Infringing Products, Romwe Infringing Products, and Shein Infringing Products, and all marketing, advertising, or promotional materials depicting Defendants' infringing products;

3. For an award of Plaintiff's actual damages in connection with Defendants' willful copyright infringement;

4. For an award of all of Defendants' disgorged worldwide profits attributable to Defendants' copyright infringement;

5. For an award of statutory damages for each of the Original Designs under the Copyright Act, 17 U.S.C. § 504(c), as well as attorneys' fees and costs under the Copyright Act, 17 U.S.C. § 505;

6. For reasonable attorneys' fees and costs of suit incurred herein;

7. For interest, including prejudgment interest, on the foregoing sums; and

8. For such other and further legal and equitable relief as the Court deems just and proper.


DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action of all issues so triable.

Dated: New York, New York
May 8, 2024

Respectfully Submitted,

KUSHNIRSKY GERBER PLLC

By: 
Andrew Gerber

Vanessa Sorrentino
andrew@kgfirm.com
vanessa@kgfirm.com
27 Union Square West, Suite 301
New York, NY 10003
(212) 882-1320
Attorneys for Plaintiff Atelier Eumori